

SH&G

November 15, 1983
13155

Central Intelligence Agency
New Building Project Office
Room 4E50
CIA Headquarters Building
Washington, DC 20505

STAT

Attention:

Re: Chiller and Pump Supply Specification
Log 290

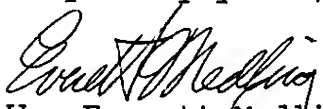
Gentlemen:

We transmit herewith two copies of the front end specification sections developed by SH&G for the Chiller and Pump Supply Contracts.

We also submit two copies of the assignment provisions to be included in the Power House Special Conditions to permit assignment of the chiller and pumps to the BP-3 Contractor.

This information incorporates all comments received in the November 8 and 9 review meetings held at our office last week. With your response to this submittal, we will be able to print the final Chiller and Pump Bid Package which was due for final submittal on November 1, 1983.

Very truly yours,


Wm. Everett Medling, AIA
Project Manager

WEM:clm
Enclosures

CENTRAL INTELLIGENCE AGENCY
HEADQUARTERS EXPANSION
BID PACKAGE 3SC
SUPPLY CONTRACT - CHILLERS

DATE 11/11/83

TIME 19.846

TITLE PAGE

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7	5)	FOR
7	6)	BID PACKAGE 3SC
	7)	SUPPLY CONTRACT - CHILLERS
7	8)	FOR
7	9)	HEADQUARTERS EXPANSION
	10)	CENTRAL INTELLIGENCE AGENCY
	11)	WASHINGTON, D.C.
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7	21)	
7	22)	
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7	26)	
7	27)	
7	28)	
7	29)	SMITH, HINCHMAN & GRYLLS ASSOCIATES, INC.
	30)	ARCHITECTS - ENGINEERS - PLANNERS
	31)	455 WEST FORT STREET
	32)	DETROIT, MICHIGAN 48226
7	33)	PROJECT NO. 13155 BP-3SC
	34)	DECEMBER 1, 1983 NOVEMBER 14,

***END OF SECTION

X

CENTRAL INTELLIGENCE AGENCY
HEADQUARTERS EXPANSION
BID PACKAGE 3SC
SUPPLY CONTRACT - CHILLERS

DATE 11/14/83 TIME 19.368
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7	32)	+ - DOCUMENT FOR SECTION TO BE FURNISHED BY GSA.	
		* - SECTION NOT INCLUDED IN THIS REVIEW PACKAGE.	

***END OF SECTION

7 2)
2 3) ATTACHMENT 'A'
4) TO SF33
5) (CHILLERS)
7 6)
7 7) CONTRACT GS-.....
7 8) BIDDER'S NAME:
7 9)
7 10) 1. BASE BID FOR FIVE CHILLERS, F.O.B. PROJECT SITE, INCLUDING
11) START-UP SERVICES:
7 12) DOLLARS
7 13) (\$.....)
7 14) 2. BASE BID BREAKDOWN
7 15) TENTATIVE DATE NO. OF UNIT PRICE PRICE
16) OF BENEFICIAL UNITS PRICE EXTENSION
17) ACCEPTANCE
18) -----
7 19) APRIL 1, 1985 TWO \$..... \$..... X
7 20) APRIL 1, 1986 THREE \$..... \$..... X
7 21) 3. ENERGY PERFORMANCE DATA
7 22)
7 23)
7 24)
7 25) 4. DATE BY WHICH BIDDER MUST RECEIVE SHOP DRAWINGS, PRODUCT
26) DATA AND RELATED SUBMITTALS IN ORDER TO MEET SPECIFIED
27) DELIVERY DATE:....., 1984. X

***END OF SECTION

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1	1)	1. DEFINITIONS
2	2)	THE CONTRACT DOCUMENTS
3	3)	THE CONTRACT DOCUMENTS CONSIST OF THE SUPPLY CONTRACT (BETWEEN THE
	4)	GOVERNMENT AND THE CONTRACTOR), THE CONDITIONS OF THE CONTRACT
	5)	(GENERAL AND SUPPLEMENTAL PROVISIONS, SPECIAL CONDITIONS, AND RELATED
	6)	DOCUMENTS), THE DRAWINGS, THE SPECIFICATIONS, AND ALL ADDENDA ISSUED
	7)	PRIOR TO AND ALL CHANGES ISSUED AFTER EXECUTION OF THE CONTRACT.
	8)	CHANGES ARE DEFINED IN CLAUSE NO. 2 OF THE GENERAL PROVISIONS.
2	9)	THE PROJECT
3	10)	THE PROJECT IS THE TOTAL CONSTRUCTION OF WHICH THE SUPPLIES FURNISHED
	11)	UNDER THE CONTRACT DOCUMENTS ARE A PART.
2	12)	THE ARCHITECT
3	13)	THE ARCHITECT IS:
7	14)	SMITH, HINCHMAN & GRYLLS ASSOCIATES, INC.
	15)	455 WEST FORT STREET
	16)	DETROIT, MICHIGAN 48226
3	17)	THE TERM "ARCHITECT" MEANS THE ARCHITECT OR HIS AUTHORIZED
	18)	REPRESENTATIVE.
2	19)	THE CONTRACTOR
3	20)	THE CONTRACTOR IS THE INDIVIDUAL, PARTNERSHIP, JOINT VENTURE, OR
	21)	CORPORATION NAMED IN THE SUPPLY CONTRACT, REFERRED TO FROM TIME TO
	22)	TIME, AS "SUPPLY CONTRACTOR", FOR PURPOSES OF CLARIFICATION.
2	23)	THE INSTALLING CONTRACTOR

DATE 11/14/83 TIME 19:08
SPECIAL CONDITIONS
(SUPPLY CONTRACT)

H&G 13155 BP-3SC
CENTRAL INTELLIGENCE AGENCY
HEADQUARTERS EXPANSION
BID PACKAGE 3SC
SUPPLY CONTRACT - CHILLERS

24) THE INSTALLING CONTRACTOR IS THE ORGANIZATION WHOSE CONTRACT WITH THE
25) GOVERNMENT FOR WORK ON THE PROJECT INCLUDES RESPONSIBILITY FOR
26) RECEIVING, TRANSPORTING AFTER RECEIPT, STORING AS APPROPRIATE AND
27) INSTALLING THE SUPPLIES. THE INSTALLING CONTRACTOR WILL BE THE
28) CONTRACTOR. BID PACKAGE 3 - POWERHOUSE.

FOR

29) BENEFICIAL ACCEPTANCE

30) BENEFICIAL ACCEPTANCE FOR ANY ITEM OF SUPPLIES IS THE DATE THE
31) GOVERNMENT PLACES THAT ITEM IN USE FOR ITS INTENDED PURPOSE,
32) SUBSEQUENT TO ONSITE OPERATION FOR START-UP AND TESTING.

33) MISCELLANEOUS DEFINITIONS

34) THE TERM "SUPPLIES" SHALL BE READ TO INCLUDE, WITHOUT LIMITATION,
35) RAW MATERIALS, COMPONENTS INTERMEDIATE ASSEMBLIES AND END PRODUCTS TO
36) BE FURNISHED UNDER THE CONTRACT. (REFER TO CLAUSE NO. 5 OF THE GENERAL
37) PROVISIONS).

38) THE TERM "PER" MEANS "IN ACCORDANCE WITH THE REQUIREMENTS OF".

39) THE TERM "AS APPROVED" MEANS "OR EQUAL" AS DESCRIBED IN ARTICLE
40) NO. 32 OF THE GSA SUPPLEMENTAL PROVISIONS.

41) 2. NONPUBLICITY

42) IT IS A SPECIFIC CONDITION OF THE CONTRACT THAT THE CONTRACTOR SHALL NOT
43) USE OR ALLOW TO BE USED ANY ASPECT OF THIS AGREEMENT FOR PUBLICITY OR
44) ADVERTISEMENT PURPOSES.

45) IT IS FURTHER UNDERSTOOD THAT THIS OBLIGATION SHALL NOT EXPIRE UPON
46) COMPLETION OR TERMINATION OF THE CONTRACT BUT WILL CONTINUE INDEFINITELY.

47) THE CONTRACTOR MAY REQUEST A WAIVER OR RELEASE FROM THE FOREGOING BUT
48) SHALL NOT DEVIATE THEREFROM UNLESS SO AUTHORIZED IN WRITING BY THE
49) GOVERNMENT.

50) 3. BIDDING REQUIREMENTS

51) BIDDER SHALL ENTER IN SECTION 00033ATTA ~~ATTACHMENT A TO SF33~~
52) ~~(CHILLERS)~~, ALL INFORMATION REQUESTED. REFER TO STANDARD FORM 33-A.

53) BASE BID SHALL BE A LUMP SUM FOR DELIVERY OF THE SPECIFIED SUPPLIES
54) F.O.B. PROJECT SITE BY THE DATE SPECIFIED IN SECTION 01310, "SCHEDULE
55) AND TIME OF COMPLETION", AND SHALL INCLUDE ALL COSTS ASSOCIATED WITH
56) THE SPECIFIED START-UP SERVICES.

57) RESPECTIVE UNIT PRICE AMOUNTS ENTERED UNDER THE BASE BID BREAKDOWN
58) SHALL REFLECT THE SPECIFIED REQUIREMENT THAT WARRANTIES SHALL IN EACH
59) CASE, BEGIN ON THE DATE OF BENEFICIAL ACCEPTANCE. THE TOTAL OF THE
PRICE EXTENSIONS SHALL EQUAL THE BASE BID.

60) IN ESTABLISHING DATE BY WHICH BIDDER MUST RECEIVE SHOP DRAWINGS,
61) PRODUCT DATA AND RELATED SUBMITTALS IN ORDER TO MEET THE SPECIFIED
62) DELIVERY DATE, BIDDER SHALL CONSIDER THE FACT THAT FOR EACH PASS,
63) ARCHITECT WILL REQUIRE 14 CALENDAR DAYS FROM DATE SUBMITTALS ENTER
64) ARCHITECT'S OFFICE UNTIL THEY LEAVE TO RETURN TO THE CONTRACTOR.

65) ENERGY EFFICIENCY OF THE SUPPLIES WILL BE A FACTOR IN SELECTION OF THE
66) SUCCESSFUL BIDDER.

CENTRAL INTELLIGENCE AGENCY
HEADQUARTERS EXPANSION
BID PACKAGE 3SC
SUPPLY CONTRACT - CHILLERS

DATE 11/14/83 TIME 19.368
SPECIAL CONDITIONS
(SUPPLY CONTRACT)

1 67) 4. FOREIGN OWNERSHIP CONTROL OR INFLUENCE

2 68) VENDORS RESPONDING TO THIS REQUEST FOR PROPOSAL (RFP) ARE ADVISED THAT IT
69) IS THE GOVERNMENT'S INTENT TO SECURE SERVICES OR EQUIPMENT FROM FIRMS
70) WHICH ARE NOT UNDER FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI) OR
71) WHERE ANY FOCI MAY, IN THE OPINION OF THE GOVERNMENT ADVERSELY IMPACT ON
72) GOVERNMENT SECURITY REQUIREMENTS. ACCORDINGLY, ALL FIRMS RESPONDING TO
73) THIS RFP OR INITIATING PERFORMANCE OF A CONTRACT ARE REQUIRED TO SUBMIT A
74) DOD FORM 441S (CERTIFICATE PERTAINING TO FOREIGN INTERESTS) WITH THEIR
75) PROPOSAL OR PRIOR TO CONTRACT PERFORMANCE (AS APPROPRIATE). DOD FORM 441S
76) ENTRIES SHALL SPECIFY, WHERE NECESSARY, THE IDENTITY, NATURE, DEGREE, AND
77) IMPACT OF ANY FOCI ON THEIR ORGANIZATION OR ACTIVITIES.

2 78) NOTWITHSTANDING THE LIMITATION ON CONTRACTING WITH A VENDOR UNDER FOCI
79) IDENTIFIED ABOVE, THE GOVERNMENT RESERVES THE RIGHT TO CONTRACT WITH SUCH
80) FIRMS UNDER APPROPRIATE ARRANGEMENTS, WHEN IT DETERMINES THAT SUCH
81) CONTRACTS WILL BE IN THE BEST INTEREST OF THE GOVERNMENT.

1 82) 5. ADMINISTRATION OF THE CONTRACT

2 83) THE GOVERNMENT

3 84) THE CONTRACT WILL BE ADMINISTERED BY THE CONTRACTING OFFICER ON BEHALF
85) OF THE UNITED STATES OF AMERICA (REFERRED TO THROUGHOUT THE CONTRACT
86) DOCUMENTS AS THE GOVERNMENT).

2 87) THE ARCHITECT

3 88) THE ARCHITECT, (AS REQUIRED BY CONTRACT) UNDER SUPERVISION OF THE
89) GOVERNMENT, WILL, AS PERTINENT TO THIS SUPPLY CONTRACT:

90) PROVIDE REVIEW AND APPROVAL OF ALL SHOP DRAWINGS, PRODUCT DATA,
91) SAMPLES, SCHEDULES, ETC., SUBMITTED BY THE CONTRACTOR.

4 92) REVIEW AND CERTIFY THE VALIDITY OF THE CONTRACTOR'S APPLICATION FOR
93) PAYMENT.

2 94) COMMUNICATIONS

3 95) THE CONTRACTOR SHALL FORWARD ALL COMMUNICATIONS TO THE ARCHITECT
96) THROUGH THE CONTRACTING OFFICER.

1 97) 6. LIQUIDATED DAMAGES

2 98) REFER TO ARTICLE 11 - DEFAULT, OF THE GENERAL PROVISIONS. REDESIGNATE
99) PARAGRAPHS 11(F) AND 11(G) THEREIN AS 11(G) AND 11(H) RESPECTIVELY, AND
100) INSERT THE FOLLOWING:

7 101) (F) (I) IN THE EVENT THE GOVERNMENT EXERCISES ITS RIGHT OF
102) TERMINATION AS PROVIDED IN PARAGRAPH (A) ABOVE, THE
103) CONTRACTOR SHALL BE LIABLE TO THE GOVERNMENT FOR EXCESS
104) COSTS AS PROVIDED IN PARAGRAPH (B) ABOVE AND, IN ADDI-
105) TION, FOR LIQUIDATED DAMAGES, IN THE AMOUNT OF
106) \$500.00 AS FIXED, AGREED, AND LIQUIDATED DAMAGES
107) FOR EACH CALENDAR DAY OF DELAY, UNTIL SUCH TIME AS THE
108) GOVERNMENT MAY REASONABLY OBTAIN DELIVERY OF SIMILAR
109) SUPPLIES OR PERFORMANCE OF SIMILAR SERVICES.

7 110) (II) IF THE CONTRACT IS NOT SO TERMINATED, NOTWITHSTANDING
111) DELAY, AS PROVIDED IN PARAGRAPH (A) ABOVE, THE CONTRACT-
112) OR SHALL CONTINUE PERFORMANCE AND BE LIABLE TO THE
113) GOVERNMENT FOR SUCH LIQUIDATED DAMAGES FOR EACH CALENDAR
114) DAY OF DELAY UNTIL THE SUPPLIES ARE DELIVERED OR SER-
115) VICES PERFORMED.

(III) THE CONTRACTOR SHALL NOT BE LIABLE FOR LIQUIDATED
DAMAGES FOR DELAYS DUE TO CAUSES WHICH WOULD RELIEVE
HIM FROM LIABILITY FOR EXCESS COSTS AS PROVIDED IN PARA-
GRAPH (C) OF THIS CLAUSE.

7. WARRANTIES AND GUARANTIES

WARRANTY

THE CONTRACTOR WARRANTS TO THE GOVERNMENT THAT ALL SUPPLIES FURNISHED
UNDER THIS CONTRACT WILL BE NEW UNLESS OTHERWISE SPECIFIED, AND THAT
ALL WORK WILL BE OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN
CONFORMANCE WITH THE CONTRACT DOCUMENTS. ALL WORK NOT CONFORMING TO
THESE REQUIREMENTS, INCLUDING SUBSTITUTIONS NOT PROPERLY APPROVED AND
AUTHORIZED, MAY BE CONSIDERED DEFECTIVE. IF REQUIRED BY THE CONTRACT
DOCUMENTS OR THE CONTRACTING OFFICER, THE CONTRACTOR SHALL FURNISH
SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF SUPPLIES
FURNISHED. THIS WARRANTY IS NOT LIMITED BY THE PROVISIONS FOR
CORRECTION OF DEFECTIVE OR NON-CONFORMING WORK HEREIN.

CORRECTION OF DEFECTS

BENEFICIAL

IF, WITHIN ONE YEAR AFTER FINAL ACCEPTANCE BY THE OWNER OF DESIGNATED
SUPPLIES OR WITHIN SUCH LONGER PERIOD OF TIME AS MAY BE PRESCRIBED BY
LAW OR BY THE TERMS OF ANY APPLICABLE SPECIAL WARRANTY REQUIRED BY THE
CONTRACT DOCUMENTS, ANY SUPPLIES ARE FOUND TO BE DEFECTIVE OR NOT IN
ACCORDANCE WITH THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL MAKE
CORRECTION PROMPTLY AFTER RECEIPT OF A WRITTEN NOTICE FROM THE
GOVERNMENT TO DO SO, UNLESS IN THE PUBLIC INTEREST THE GOVERNMENT
CONSENTS TO ACCEPT SUCH SUPPLIES WITH AN APPROPRIATE ADJUSTMENT IN
CONTRACT PRICE. THIS OBLIGATION SHALL SURVIVE TERMINATION OF THE
CONTRACT.

A WARRANTY FOR EACH GROUP OF SUPPLIES DIFFER-
ENTIATED BY

PRIOR TO FINAL PAYMENT, SUBMIT TO THE CONTRACTING OFFICER WARRANTY
PERIOD (DIFFERING STARTING AND ENDING DATES). EACH WARRANTY SHALL BE IN
TRIPLICATE IN THE FORM SHOWN IN SECTION 00110A, "APPENDIX 'A' -
WARRANTY".

8. LAWS, ORDINANCES AND REGULATIONS

THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL
LAWS, ORDINANCES, AND REGULATIONS, AND SHALL REQUIRE SUCH COMPLIANCE, BY
ALL OTHER PERSONS WITH WHOM HE SHALL ENTER INTO ANY CONTRACT PERTAINING
TO THE WORK. THE CONTRACTOR SHALL BE LIABLE FOR AND INDEMNIFY AND HOLD
HARMLESS THE GOVERNMENT, AND THE ARCHITECT AND THEIR RESPECTIVE
CONSULTANTS, AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY OR DAMAGE
ARISING BY REASON OF THE BREACH OF THE PROVISIONS HEREIN SET FORTH.

IT IS NOT THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE CERTAIN THAT THE
CONTRACT DOCUMENTS ARE IN ACCORDANCE WITH APPLICABLE LAWS, ORDINANCES AND
REGULATIONS. HOWEVER, IF THE CONTRACTOR OBSERVES THAT ANY OF THE CONTRACT
DOCUMENTS ARE AT VARIANCE THEREWITH IN ANY RESPECT, HE SHALL PROMPTLY
NOTIFY THE CONTRACTING OFFICER AND ANY NECESSARY CHANGES SHALL BE
ACCOMPLISHED BY APPROPRIATE CHANGE ORDER.

IF THE CONTRACTOR PERFORMS ANY WORK KNOWING IT TO BE CONTRARY TO SUCH
LAWS, ORDINANCES, AND REGULATIONS, AND WITHOUT SUCH NOTICE TO THE
CONTRACTING OFFICER, HE SHALL ASSUME FULL RESPONSIBILITY THEREFOR AND
SHALL BEAR ALL COSTS ATTRIBUTABLE THERETO.

1 165)

9. PATENT INDEMNITY

2 166) REFER TO CLAUSE NO. 39 OF THE SUPPLEMENTAL PROVISIONS. EDIT INTERNALLY AS
167) FOLLOWS:

3 168) FOLLOWING THE WORD "EMPLOYEES" IN THE FIRST SENTENCE, INSERT THE
169) PHRASE "AND THE ARCHITECT, AND HIS CONSULTANTS, AGENTS AND
170) EMPLOYEES".

1 171)

10. INSURANCE

2 172) PROPERTY INSURANCE

3 173) THE CONTRACTOR SHALL PURCHASE AND MAINTAIN PROPERTY INSURANCE FOR THE
174) FULL CONTRACT VALUE THEREOF UPON SUPPLIES FOR WHICH ANY PAYMENT HAS
175) BEEN MADE AND SUPPLIES WHICH HAVE BEEN DELAYED IN SHIPMENT AT THE
176) GOVERNMENT'S REQUEST.

3 177) THE CONTRACTOR SHALL FILE TWO CERTIFIED COPIES OF ALL POLICIES WITH
178) THE CONTRACTING OFFICER BEFORE EXPOSURE TO LOSS CAN OCCUR. IF THE
179) GOVERNMENT IS DAMAGED BY THE FAILURE OF THE CONTRACTOR TO MAINTAIN
180) SUCH INSURANCE AND TO SO NOTIFY THE CONTRACTING OFFICER, THEN THE
181) CONTRACTOR SHALL BEAR ALL REASONABLE COSTS PROPERLY ATTRIBUTABLE
182) THERETO.

2 183) TRANSIT INSURANCE

3 184) THE CONTRACTOR SHALL PURCHASE AND MAINTAIN DURING SHIPMENT TRANSIT
185) INSURANCE FOR THE FULL CONTRACT VALUE THEREOF UPON SUPPLIES FOR WHICH ANY <
186) PAYMENT HAS BEEN MADE.

1 187)

11. SUCCESSORS AND ASSIGNS

2 188) THE GOVERNMENT AND THE CONTRACTOR EACH BINDS ITSELF, ITS PARTNERS,
189) SUCCESSIONS, ASSIGNS AND LEGAL REPRESENTATIVES TO THE OTHER PARTY HERETO
190) AND TO THE PARTNERS, SUCCESSIONS, ASSIGNS AND LEGAL REPRESENTATIVES OF
191) SUCH OTHER PARTY IN RESPECT TO ALL COVENANTS, AGREEMENTS AND OBLIGATIONS
192) CONTAINED IN THE CONTRACT DOCUMENTS. NEITHER PARTY TO THE CONTRACT SHALL
193) ASSIGN THE CONTRACT OR SUBLET IT AS A WHOLE WITHOUT THE WRITTEN CONSENT
194) OF THE OTHER.

1 195)

12. WRITTEN NOTICE

2 196) WRITTEN NOTICE SHALL BE DEEMED TO HAVE BEEN DULY SERVED IF DELIVERED IN
197) PERSON TO THE INDIVIDUAL OR MEMBER OF THE FIRM OR ENTITY OR TO AN OFFICER
198) OF THE CORPORATION FOR WHOM IT WAS INTENDED, OR IF DELIVERED AT OR SENT
199) BY REGISTERED OR CERTIFIED MAIL TO THE LAST BUSINESS ADDRESS KNOWN TO HIM
200) WHO GIVES THE NOTICE.

1 201)

13. CLAIMS FOR DAMAGES

2 202) SHOULD EITHER PARTY TO THE CONTRACT SUFFER INJURY OR DAMAGE TO PERSON OR
203) PROPERTY BECAUSE OF ANY ACT OR OMISSION OF THE OTHER PARTY, OR OF ANY OF
204) HIS EMPLOYEES, AGENTS OR OTHERS FOR WHOSE ACTS HE IS LEGALLY LIABLE,
205) CLAIM SHALL BE MADE IN WRITING TO SUCH OTHER PARTY WITHIN A REASONABLE
206) TIME AFTER THE FIRST OBSERVANCE OF SUCH INJURY OR DAMAGE.

DATE 11/14/83 TIME 19.03

CENT INTELLIGENCE AGENCY

SPECIAL CONDITIONS

HEADQUARTERS EXPANSION

(SUPPLY CONTRACT)

BID PACKAGE 3SC

SUPPLY CONTRACT - CHILLERS

207)

14. RIGHTS AND REMEDIES

208) THE DUTIES AND OBLIGATIONS IMPOSED BY THE CONTRACT DOCUMENTS AND THE
209) RIGHTS AND REMEDIES AVAILABLE THEREUNDER SHALL BE IN ADDITION TO AND NOT
210) A LIMITATION OF ANY DUTIES, OBLIGATIONS, RIGHTS AND REMEDIES OTHERWISE
211) IMPOSED OR AVAILABLE BY LAW.

212) NO ACTION OR FAILURE TO ACT BY THE CONTRACTING OFFICER, ARCHITECT OR
213) CONTRACTOR SHALL CONSTITUTE A WAIVER OF ANY RIGHT OR DUTY AFFORDED ANY OF
214) THEM UNDER THE CONTRACT, NOR SHALL ANY SUCH ACTION OR FAILURE TO ACT
215) CONSTITUTE AN APPROVAL OF OR ACQUIESCENCE IN ANY BREACH THEREUNDER,
216) EXCEPT AS MAY BE SPECIFICALLY AGREED IN WRITING.

217)

15. ASSIGNMENT OF CONTRACT

218) THE GOVERNMENT RESERVES AND IS HEREBY GRANTED THE RIGHT TO ASSIGN THIS
219) CONTRACT TO THE INSTALLING CONTRACTOR AND MAKE IT A PART OF THE CONTRACT
220) FOR BID PACKAGE 3X. THE SUPPLY CONTRACTOR AGREES THAT, IN THE EVENT OF
221) SUCH ASSIGNMENT, HE WILL WORK UNDER THE INSTALLING CONTRACTOR IN THE SAME
222) MANNER AS HE WOULD HAD THE CONTRACT BEEN ORIGINALLY AWARDED TO HIM BY THE
223) INSTALLING CONTRACTOR, AND ~~FURTHER~~ THAT HE WILL BE BOUND TO AND ASSUME
224) TOWARD THE INSTALLING CONTRACTOR ALL THE OBLIGATIONS AND RESPONSIBILITIES
225) THAT HE, BY HIS CONTRACT, ASSUMES TOWARD THE GOVERNMENT. IN CASE OF
226) ASSIGNMENT, ~~THE~~ PAYMENTS TO THE SUPPLY CONTRACTOR WILL BE BY THE
227) INSTALLING CONTRACTOR.

***END OF SECTION

FOR BP-3 SPECIAL CONDITIONS

COUNTERPART TO ASSIGNMENT PROVISIONS IN SUPPLY CONTRACTS
BP-3SC AND BP-3SP

The Government has received separate bids for the purchase, fabrication and delivery F.O.B. jobsite of five chillers and seven pumps - BP-3SC and BP-3SP, respectively.

The Contractor for Bid Package 3 will be required to assume as subcontracts the supply contracts for the chillers and pumps, and assume full responsibility, as a general contractor, for the complete performance of the work covered by these subcontracts.

Upon assignment of the supply contracts, the Owner will increase the Contract amount for Bid Package 3 to include the cost of the supply contracts, and the Contractor shall assume full responsibility for both contracts.

The Contractor shall include in his lump sum bid, his fee for assuming the supply contracts, which fee shall constitute the Contractor's full and complete compensation for all expenses, overhead and profit, and all services to be rendered by the Contractor in connection with the subcontracts.

For Contractor's reference, pertinent portions of the BP-3SC and BP-3SP-contract documents are included with the BP-3 Contract Documents.

CENTRAL INTELLIGENCE AGENCY
HEADQUARTERS EXPANSION
BID PACKAGE 3SC
SUPPLY CONTRACT - CHILLERS

DATE 11/14/83 TIME 19.368
APPENDIX 'A' - WARRANTY

12 2) WARRANTY
7 3)
7 4) PROJECT TITLE AND LOCATION
7 5)
7 6)
7 7) GOVERNMENT CONTRACT NUMBER
7 8) ARCHITECT PROJECT NUMBER/
9) CONTRACT IDENTIFIER
7 10) CONTRACTOR PROJECT NUMBER
7 11) WARRANTED SUPPLIES
7 12)
7 13) SPECIFICATION SECTION AND
14) LINE NUMBER REFERENCE
7 15) LENGTH OF WARRANTY (YEARS)
7 16) CONTRACTOR
7 17) SUBCONTRACTOR
2 18) THE UNDERSIGNED HERewith WARRANT THAT THE ABOVE SUPPLIES HAVE BEEN
19) MANUFACTURED IN CONFORMANCE WITH THE REQUIREMENTS OF THE CONTRACT
20) DOCUMENTS FOR THE PROJECT/CONTRACT NAMED AND WARRANT SAID SUPPLIES TO
21) PERFORM WITHOUT FAILURE AS SPECIFIED FOR THE ABOVE STATED PERIOD OF TIME
7 22) STARTING ON 198..... AND ENDING ON198.....
2 23) THIS WARRANTY DOES NOT APPLY TO FAILURE TO PERFORM DUE TO ABUSE OR
24) NEGLIGENCE BY THE GOVERNMENT OR OTHERS OR DAMAGE BY VANDALISM.
2 25) SUBCONTRACTOR (IF APPLICABLE):
7 26) SIGNED
7 27)
7 28) TITLE
7 29) NOTARY
7 30) DATE
7 31) CONTRACTOR:
7 32) SIGNED
7 33)
7 34) TITLE
7 35) NOTARY
7 36) DATE

***END OF SECTION

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1	3)	SCHEDULE
2	4) MILESTONE DATES	
7	5) INVITATION FOR BIDS	DECEMBER 15, JANUARY 15 1984. x
7	6) BID OPENING	FEBRUARY 15, 1984. x
7	7) CONTRACT AWARD
7	8) NOTICE TO PROCEED	MARCH 15, APRIL 15 1984. x
7	9) DELIVERY OF FIVE CHILLERS	NOVEMBER 15, OCTOBER 15 1984. x
7	10) TENTATIVE BENEFICIAL	
	11) ACCEPTANCE OF TWO	
	12) CHILLERS	APRIL 1, 1985.
7	13) TENTATIVE BENEFICIAL	
	14) ACCEPTANCE OF THREE	
	15) CHILLERS	APRIL 1, 1986.
***END OF SECTION		

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- 1 1) 1. GENERAL
- 2 2) REFER TO SECTION 01340A, "APPENDIX 'A' - GOVERNMENT'S REVIEW STAMP".
3) WITH FIRST SUBMISSION OF SHOP DRAWINGS, ETC., FURNISH TO CONTRACTING
4) OFFICER, FOUR RUBBER STAMPS IN THE FORM SHOWN IN APPENDIX 'A'. FAILURE TO
5) FURNISH THESE STAMPS MAY BE CAUSE FOR REJECTION OF THE SUBMITTED
6) MATERIAL.
- 2 7) SCHEDULE SHOP DRAWING, PRODUCT DATA AND SAMPLE SUBMITTALS FOR
8) INTER-RELATED ITEMS AT THE SAME TIME.
- 2 9) SHOP DRAWINGS SUBMITTED WHICH ARE NOT REQUIRED BY THE SPECIFICATIONS OR
10) THE CONTRACTING OFFICER WILL BE RETURNED WITH NO COMMENT.
- 1 11) 2. DESCRIPTIONS AND SUBMITTALS
- 2 12) MODEL NUMBERS, RATINGS, PERFORMANCE CHARACTERISTICS AND OTHER PERTINENT
13) DATA SHALL BE CLEARLY MARKED AND IDENTIFIED ON SUBMITTALS. INFORMATION
14) PERTAINING TO SEVERAL SIZES OR GRADES OF ONE CLASSIFICATION OF SUPPLIES
15) OR TO SEVERAL COMPONENTS OF A SPECIFIC SYSTEM, SHALL BE BOUND TOGETHER
16) AND CLEARLY IDENTIFIED. EQUIPMENT OR PRODUCT, SHALL BE BOUND TOGETHER AND
17) CLEARLY IDENTIFIED. WHERE PRINTED MATERIALS DESCRIBE MORE THAN ONE
18) PRODUCT OR MODEL, CLEARLY IDENTIFY WHICH IS TO BE FURNISHED.
- 2 19) SHOP DRAWINGS
- 3 20) SHOP DRAWINGS ARE DRAWINGS, DIAGRAMS, SCHEDULES AND OTHER DATA
21) SPECIALLY PREPARED FOR THE WORK BY THE CONTRACTOR OR ANY
22) SUBCONTRACTOR, MANUFACTURER, SUPPLIER OR DISTRIBUTOR TO ILLUSTRATE
23) SOME PORTION OF THE WORK.
- 3 24) SUBMIT SHOP DRAWINGS IN THE FORM OF ONE REPRODUCIBLE TRANSPARENCY AND
25) TWO COPIES (PRINTED FROM THE TRANSPARENCY). DO NOT SEND MORE THAN THE
26) SPECIFIED NUMBER OF COPIES. ADDITIONAL COPIES WILL BE DISCARDED.
- 4 27) TRANSPARENCIES SHALL HAVE AN UNOBSTRUCTED SPACE AT THE RIGHT SIDE
28) OR BOTTOM OF SIZE NOT LESS THAN 6 INCHES BY 8 INCHES FOR APPROVAL
29) STAMPS AND DOCUMENT CONTROL NUMBERING.
- 4 30) TRANSPARENCIES OF THE SAME ITEM OR SYSTEM SHALL BE OF UNIFORM SIZE
31) AND BE NUMBERED CONSECUTIVELY.
- 2 32) PRODUCT DATA
- 3 33) PRODUCT DATA ARE ILLUSTRATIONS, STANDARD SCHEDULES, PERFORMANCE CHARTS
34) AND TEST DATA, INSTRUCTIONS, BROCHURES, DIAGRAMS AND OTHER INFORMATION
35) FURNISHED BY THE CONTRACTOR TO ILLUSTRATE AN ITEM OR ELEMENT OF
36) MATERIAL, EQUIPMENT OR SYSTEM FOR SOME PORTION OF THE WORK.
- 3 37) SUBMIT PRODUCT DATA (GENERALLY 8-1/2 BY 11 INCH SIZE) IN THE FORM OF
38) THREE, CLEAR, TOTALLY REPRODUCIBLE COPIES MADE BY REPRODUCTIVE MEANS
39) ON 8-1/2 BY 14 INCH (LEGAL SIZE) PAPER. THE 3 BY 8-1/2 INCH SPACE
40) RESULTING FROM THE USE OF LEGAL SIZE PAPER SHALL BE LEFT UNOBSTRUCTED
41) FOR APPROVAL STAMPS AND NOTATIONS.
- 3 42) PRODUCT DATA THAT CANNOT BE SUBMITTED IN REPRODUCIBLE FORM, SUCH AS
43) PAINT COLOR CARDS, SHALL BE SUBMITTED IN FIVE COPIES.

SHOP DRAWINGS, PRODUCT DATA
AND SAMPLES

44) SAMPLES

45) SAMPLES ARE PHYSICAL EXAMPLES WHICH ILLUSTRATE MATERIALS, EQUIPMENT OR
46) WORKMANSHIP AND ESTABLISH STANDARDS BY WHICH THE WORK WILL BE JUDGED.

47) SUBMIT SAMPLES IN TRIPPLICATE UNLESS DIFFERENT NUMBER IS SPECIFIED,
48) TRANSPORTATION CHARGES PREPAID, WITH IDENTIFYING LABEL FIRMLY
49) ATTACHED.

50) LABELS SHALL BE OF A SIZE TO RECEIVE APPROVAL STAMPS AND NOTATIONS,
51) IN ADDITION TO THE IDENTIFYING INFORMATION SPECIFIED BELOW.

52) TITLE BLOCK

53) IN ADDITION TO CONTRACTOR'S, SUBCONTRACTOR'S AND MANUFACTURER'S OR
54) SUPPLIER'S IDENTIFYING AND APPROVAL INDICATIONS, SHOP DRAWINGS,
55) PRODUCT DATA AND LABELS FOR SAMPLES SHALL HAVE IDENTIFYING TITLE
56) BLOCKS. TITLE BLOCKS SHALL CONTAIN:

57) PROJECT TITLE.

58) NAME OF CONTRACT.

59) GOVERNMENT'S CONTRACT NUMBER.

60) ARCHITECT'S NAME AND PROJECT NUMBER INCLUDING CONTRACT IDENTIFIER.

61) ADDRESS (SECTION AND LINE NUMBERS) IN THE SPECIFICATION SECTION OF
62) THE REQUIRED SUBMITTAL.

63) DATE OF INITIAL SUBMITTAL.

64) CONTROL NUMBER.

65) NOTE:

66) SHOP DRAWINGS NOT SUBMITTED IN THE FORM OF REPRODUCIBLE TRANSPARENCIES
67) WILL NOT BE ACCEPTED FOR REVIEW.

68) PRODUCT DATA NOT SUBMITTED IN THE FORM OF REPRODUCIBLE COPIES WILL NOT
69) BE ACCEPTED FOR REVIEW, EXCEPT PRODUCT DATA SPECIFICALLY EXEMPTED FROM
70) THE REPRODUCIBLE COPIES REQUIREMENT.

71) SHOP DRAWINGS, PRODUCT DATA AND SAMPLES NOT BEARING THE CONTRACTOR'S
72) STAMP OF APPROVAL WILL NOT BE ACCEPTED FOR REVIEW.

73) SHOP DRAWINGS, PRODUCT DATA AND SAMPLES SUBMITTED WITHOUT SPECIFIED
74) SPACE FOR APPROVAL STAMPS WILL NOT BE ACCEPTED FOR REVIEW.

75) SAMPLES WHICH ARRIVE WITHOUT THE TRANSPORTATION CHARGES PREPAID WILL
76) NOT BE ACCEPTED FOR REVIEW.

77) THE FIRST TWO SUBMITTALS OF EACH SHOP DRAWING OR PRODUCT DATA WILL BE
78) PROCESSED WITHOUT COST TO THE CONTRACTOR. BEGINNING WITH THE THIRD
79) SUBMITTAL THE GOVERNMENT MAY CHARGE THE CONTRACTOR FOR THE COST OF
80) SUCH SUBSEQUENT PROCESSING OF SHOP DRAWINGS AND PRODUCT DATA UNLESS AN
81) APPROVED CHANGE ORDER IS ISSUED AFFECTING THE SHOP DRAWINGS AND
82) PRODUCT DATA.

3. TRANSMITTAL AND APPROVAL

- 1 83)
- 2 84) TRANSMITTAL
- 3 85) TRANSMIT SHOP DRAWINGS, PRODUCT DATA AND SAMPLES USING TRANSMITTAL
86) FORMS FURNISHED BY THE GOVERNMENT. FILL OUT TRANSMITTAL FORM.
- 4 87) INCOMPLETE OR ERRONEOUS TRANSMITTALS WILL BE RETURNED WITHOUT
88) ACTION.
- 4 89) PORTIONS OF TRANSMITTAL FORM WILL BE COMPLETED BY THE GOVERNMENT.
- 3 90) RESUBMITTAL PROCEDURE SHALL FOLLOW SAME PROCEDURE AS THE INITIAL
91) SUBMITTAL.
- 2 92) APPROVAL
- 3 93) GOVERNMENT'S STAMP ON CONTRACTOR'S SUBMITTAL CHECKED "APPROVED"
94) (CODE NO. 1), OR "APPROVED AS NOTED" (CODE NO. 2). APPROVAL DOES NOT
95) AUTHORIZE CHANGES TO CONTRACT SUM UNLESS STATED IN SEPARATE LETTER OR
96) CHANGE ORDER.
- 3 97) UPON RECEIPT OF "APPROVED" OR "APPROVED AS NOTED" SUBMITTALS, MAKE
98) NECESSARY COPIES FOR DISTRIBUTION TO PARTIES REQUIRING THE APPROVED
99) INFORMATION.
- 2 100) DISAPPROVAL
- 3 101) GOVERNMENT'S STAMP CHECKED "REVISE AND RESUBMIT" (CODE NO. 3), OR
102) "NOT APPROVED" (CODE NO. 4). RESUBMIT CORRECTED COPIES FOR FINAL
103) APPROVAL. CORRECTION SHALL BE LIMITED TO ITEMS MARKED.
- 3 104) THE DISAPPROVAL OF SHOP DRAWINGS, PRODUCT DATA AND SAMPLES OR DELAY IN
105) SUBMITTING OR RESUBMITTING SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
106) SHALL NOT BE DEEMED CAUSE FOR AN EXTENSION OF TIME.
- 2 107) THE GOVERNMENT MAY HOLD SHOP DRAWINGS, PRODUCT DATA AND SAMPLES IN CASES
108) WHERE PARTIAL SUBMITTAL CANNOT BE REVIEWED UNTIL THE COMPLETE SUBMITTAL
109) HAS BEEN RECEIVED OR WHERE SUCH SUBMITTAL CANNOT BE REVIEWED UNTIL
110) ASSOCIATED ITEMS HAVE BEEN RECEIVED. WHEN SUCH SUBMITTALS ARE HELD BY THE
111) GOVERNMENT, IT WILL SO ADVISE THE CONTRACTOR IN WRITING.

***END OF SECTION

SH&G 13155 BM-334
 CENTRAL INTELLIGENCE AGENCY
 HEADQUARTERS EXPANSION
 BID PACKAGE 3SC
 SUPPLY CONTRACT - CHILLERS

SECT 01600 PAGE 1
 DATE 1/14/83 TIME 19.368
 PACKAGING, DELIVERY AND STORAGE

ARTICLE	INDEX	LINE
1.	DELIVERY	1
2.	UNLOADING AND POSSESSION	12
***END OF INDEX		

1	1)	1. DELIVERY
2	2) ALL DELIVERIES TO THE PROJECT FOR ALL CONTRACTS WILL BE ACCORDING TO	
	3) PRECISE SCHEDULES.	
2	4) PLAN AND EXECUTE DELIVERIES OF THE SUPPLIES ACCORDING TO THE SCHEDULE	
	5) WORKED OUT WITH THE INSTALLING CONTRACTOR.	
2	6) IMPACT RECORDING DEVICE	
3	7) A SEALED IMPACT RECORDING DEVICE SHALL BE MOUNTED ON EACH COMPRESSOR	
	8) UNIT FOR MONITORING THROUGHOUT SHIPMENT FROM ORIGIN TO EMPLACEMENT AT	
	9) DESTINATION. RECORDING DEVICES WILL BE ANALYZED BY THE GOVERNMENT,	
	10) UPON DELIVERY OF THE SUPPLIES, FOR DETERMINING ACCEPTIBILITY OF THE	
	11) SUPPLIES.	
1	12)	2. UNLOADING AND POSSESSION
2	13) CONTRACTOR'S AUTHORIZED REPRESENTATIVE SHALL BE PRESENT AT ALL TIMES OF	
	14) ARRIVAL OF THE SUPPLIES AT THE PROJECT SITE, SHALL OBSERVE THE WORK OF	
	15) UNLOADING, AND SHALL CERTIFY TO THE CONTRACTING OFFICER, IN WRITING, THAT	
	16) THE SUPPLIES WERE UNLOADED WITHOUT DAMAGE, IF SUCH IS TRUE.	
	17) POSSESSION OF THE SUPPLIES SHALL PASS FROM THE CONTRACTOR TO THE	
	18) INSTALLING CONTRACTOR AT MOMENT WHEN INSTALLING CONTRACTOR BEGINS TO MAKE	
	19) ATTACHMENTS FOR UNLOADING.	
2	20) POSSESSION BY INSTALLING CONTRACTOR SHALL IN NO WAY DIMINISH THE SUPPLY	
	21) CONTRACTOR'S RESPONSIBILITY FOR PROPER PERFORMANCE OF THE SUPPLIES IN THE	
	22) ABSENCE OF DAMAGE CAUSED BY INSTALLING CONTRACTOR'S OPERATIONS.	

***END OF SECTION

DATE 11/83

TIME 19.846
TITLE PAGE

CENTRAL INTELLIGENCE AGENCY
HEADQUARTERS EXPANSION
BID PACKAGE 3SP
SUPPLY CONTRACT - PUMPS

2)

3)

4)

PROJECT MANUAL

5)

FOR

6)

BID PACKAGE 3SP

7)

SUPPLY CONTRACT - PUMPS

8)

FOR

9)

HEADQUARTERS EXPANSION

10)

CENTRAL INTELLIGENCE AGENCY

11)

WASHINGTON, D.C.

12)

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SMITH, HINCHMAN & GRYLLS ASSOCIATES, INC.
ARCHITECTS - ENGINEERS - PLANNERS
455 WEST FORT STREET
DETROIT, MICHIGAN 48226

30)

31)

32)

33)

PROJECT NO. 13155 BP-3SP

34)

~~DECEMBER 7, 1983~~

NOVEMBER 14,

***END OF SECTION

7	1)	DOCUMENT/	TITLE
	2)	SECTION NO.	-----
	3)	-----	-----
7	4)		
7	5)	BIDDING REQUIREMENTS	
7	6)	00010	TITLE PAGE
7	7)	00015	TABLE OF CONTENTS
7	8)	-	+SOLICITATION, OFFER, AND AWARD
	9)		(STANDARD FORM 33 - REV. 3-77)
7	10)	00033ATTA	ATTACHMENT 'A' TO STANDARD FORM 33
	11)		(PUMPS)
7	12)	00033M	+MODIFICATION TO STANDARD FORM 33
7	13)	-	+SOLICITATION INSTRUCTIONS AND CONDITIONS
	14)		(STANDARD FORM 33-A - REV. 1-78)
7	15)	CONDITIONS OF THE CONTRACT	
7	16)	-	+GENERAL PROVISIONS (SUPPLY CONTRACT)
	17)		(STANDARD FORM 32 - REV. 4-75)
7	18)	-	+GSA SUPPLEMENTAL PROVISIONS
	19)		(GSA FORM 1424 - REV. 9-78)
7	20)	-	+MODIFICATION OF GSA SUPPLEMENTAL PROVISIONS
7	21)	00110	SPECIAL CONDITIONS
	22)		(SUPPLY CONTRACT)
7	23)	00110A	APPENDIX 'A' - WARRANTY
7	24)	SPECIFICATIONS	
7	25)	DIVISION 1 - GENERAL REQUIREMENTS	
7	26)	01310	SCHEDULE AND TIME OF COMPLETION
7	27)	01340	SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
7	28)	01340A	APPENDIX 'A' - GOVERNMENT'S SUBMITTALS REVIEW STAMP
7	29)	01600	DELIVERY AND STORAGE
7	30)	DIVISION 15 - MECHANICAL	
7	31)	15610	*CONDENSER WATER PUMPS
7	32)	+ - DOCUMENT OR SECTION TO BE	INSERTED FURNISHED BY GSA.
		* - SECTION NOT INCLUDED IN THIS REVIEW PACKAGE.	

***END OF SECTION

CENTRAL INTELLIGENCE AGENCY
HEADQUARTERS EXPANSION
BID PACKAGE 3SP
SUPPLY CONTRACT - PUMPS

DATE 1/14/83 TIME 19.368
ATTACHMENT 'A' TO SF33
(PUMPS)

X

ATTACHMENT 'A'
TO SF33
(PUMPS)

2)
3)
4)

5)

6) CONTRACT GS-.....

7) BIDDER'S NAME:

8)

9) 1. BASE BID FOR SEVEN CONDENSER WATER PUMPS, F.O.B. PROJECT SITE:

10) DOLLARS

11) (\$.....)

12)

13)

14)

15)

16)

17)

18)

19) 2X. DATE BY WHICH BIDDER MUST RECEIVE SHOP DRAWINGS, PRODUCT DATA

20) AND RELATED SUBMITTALS IN ORDER TO MEET SPECIFIED

21) DELIVERY DATE:....., 1984.

X

X

***END OF SECTION

ARTICLE	INDEX	LINE
1. DEFINITIONS		1
2. NONPUBLICITY		41
3. BIDDING REQUIREMENTS		50
4. FOREIGN OWNERSHIP CONTROL OR INFLUENCE		64
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11. SUCCESSORS AND ASSIGNS		184
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13. CLAIMS FOR DAMAGES		198
14. RIGHTS AND REMEDIES		204
15. ASSIGNMENT OF CONTRACT		214
***END OF INDEX		

- 1) 1. DEFINITIONS
- 2) THE CONTRACT DOCUMENTS
- 3) THE CONTRACT DOCUMENTS CONSIST OF THE SUPPLY CONTRACT (BETWEEN THE GOVERNMENT AND THE CONTRACTOR), THE CONDITIONS OF THE CONTRACT (GENERAL AND SUPPLEMENTAL PROVISIONS, SPECIAL CONDITIONS, AND RELATED DOCUMENTS), THE DRAWINGS, THE SPECIFICATIONS, AND ALL ADDENDA ISSUED PRIOR TO AND ALL CHANGES ISSUED AFTER EXECUTION OF THE CONTRACT. CHANGES ARE DEFINED IN CLAUSE NO. 2 OF THE GENERAL PROVISIONS.
- 9) THE PROJECT
- 10) THE PROJECT IS THE TOTAL CONSTRUCTION OF WHICH THE SUPPLIES FURNISHED UNDER THE CONTRACT DOCUMENTS ARE A PART.
- 12) THE ARCHITECT
- 13) THE ARCHITECT IS:
- 14) SMITH, HINCHMAN & GRYLLS ASSOCIATES, INC.
15) 455 WEST FORT STREET
16) DETROIT, MICHIGAN 48226
- 17) THE TERM "ARCHITECT" MEANS THE ARCHITECT OR HIS AUTHORIZED REPRESENTATIVE.
- 19) THE CONTRACTOR
- 20) THE CONTRACTOR IS THE INDIVIDUAL, PARTNERSHIP, JOINT VENTURE, OR CORPORATION NAMED IN THE SUPPLY CONTRACT, REFERRED TO FROM TIME TO TIME, AS "SUPPLY CONTRACTOR", FOR PURPOSES OF CLARIFICATION.
- 23) THE INSTALLING CONTRACTOR

SPECIAL CONDITIONS
(SUPPLY CONTRACT)

INTELLIGENCE AGENCY
HEADQUARTERS EXPANSION
BID PACKAGE 3SP
SUPPLY CONTRACT - PUMPS

24) THE INSTALLING CONTRACTOR IS THE ORGANIZATION WHOSE CONTRACT WITH THE
25) GOVERNMENT FOR WORK ON THE PROJECT INCLUDES RESPONSIBILITY FOR
26) RECEIVING, TRANSPORTING AFTER RECEIPT, STORING AS APPROPRIATE AND
27) INSTALLING THE SUPPLIES. THE INSTALLING CONTRACTOR WILL BE THE
28) CONTRACTOR FOR BID PACKAGE 3 - POWERHOUSE.

29) BENEFICIAL ACCEPTANCE

30) BENEFICIAL ACCEPTANCE FOR ANY ITEM OF SUPPLIES IS THE DATE THE
31) GOVERNMENT PLACES THAT ITEM IN USE FOR ITS INTENDED PURPOSE,
32) SUBSEQUENT TO ONSITE OPERATION FOR START-UP AND TESTING.

33) MISCELLANEOUS DEFINITIONS

34) THE TERM "SUPPLIES" SHALL BE READ TO INCLUDE WITHOUT LIMITATION RAW
35) MATERIALS, COMPONENTS INTERMEDIATE ASSEMBLIES AND END PRODUCTS TO BE
36) FURNISHED UNDER THE CONTRACT. (REFER TO CLAUSE NO. 5 OF THE GENERAL
37) PROVISIONS).

38) THE TERM "PER" MEANS "IN ACCORDANCE WITH THE REQUIREMENTS OF".

39) THE TERM "AS APPROVED" MEANS "OR EQUAL" AS DESCRIBED IN ARTICLE
40) NO. 32 OF THE GSA SUPPLEMENTAL PROVISIONS.

41) 2. NONPUBLICITY

42) IT IS A SPECIFIC CONDITION OF THE CONTRACT THAT THE CONTRACTOR SHALL NOT
43) USE OR ALLOW TO BE USED ANY ASPECT OF THIS AGREEMENT FOR PUBLICITY OR
44) ADVERTISEMENT PURPOSES.

45) IT IS FURTHER UNDERSTOOD THAT THIS OBLIGATION SHALL NOT EXPIRE UPON
46) COMPLETION OR TERMINATION OF THE CONTRACT BUT WILL CONTINUE INDEFINITELY.

47) THE CONTRACTOR MAY REQUEST A WAIVER OR RELEASE FROM THE FOREGOING BUT
48) SHALL NOT DEVIATE THEREFROM UNLESS SO AUTHORIZED IN WRITING BY THE
49) GOVERNMENT.

50) 3. BIDDING REQUIREMENTS

51) BIDDER SHALL ENTER IN SECTION 00033ATTA ~~ATTACHMENT A TO SF33~~
52) ~~(PUMPS)~~, ALL INFORMATION REQUESTED. REFER TO STANDARD FORM 33-A.

53) BASE BID SHALL BE A LUMP SUM FOR DELIVERY OF THE SPECIFIED SUPPLIES
54) F.O.B. PROJECT SITE BY THE DATE SPECIFIED IN SECTION 01310, "SCHEDULE
55) AND TIME OF COMPLETION".

56)
57)
58)

59) IN ESTABLISHING DATE BY WHICH BIDDER MUST RECEIVE SHOP DRAWINGS,
60) PRODUCT DATA AND RELATED SUBMITTALS IN ORDER TO MEET THE SPECIFIED
61) DELIVERY DATE, BIDDER SHALL CONSIDER THE FACT THAT FOR EACH PASS,
62) ARCHITECT WILL REQUIRE 14 CALENDAR DAYS FROM DATE SUBMITTALS ENTER
63) ARCHITECT'S OFFICE UNTIL THEY LEAVE TO RETURN TO THE CONTRACTOR.

64) 4. FOREIGN OWNERSHIP CONTROL OR INFLUENCE

65) VENDORS RESPONDING TO THIS REQUEST FOR PROPOSAL (RFP) ARE ADVISED THAT IT
66) IS THE GOVERNMENT'S INTENT TO SECURE SERVICES OR EQUIPMENT FROM FIRMS
67) WHICH ARE NOT UNDER FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI) OR
68) WHERE ANY FOCI MAY, IN THE OPINION OF THE GOVERNMENT ADVERSELY IMPACT ON
69) GOVERNMENT SECURITY REQUIREMENTS. ACCORDINGLY, ALL FIRMS RESPONDING TO
70) THIS RFP OR INITIATING PERFORMANCE OF A CONTRACT ARE REQUIRED TO SUBMIT A
71) DOD FORM 441S (CERTIFICATE PERTAINING TO FOREIGN INTERESTS) WITH THEIR
72) PROPOSAL OR PRIOR TO CONTRACT PERFORMANCE (AS APPROPRIATE). DOD FORM 441S
73) ENTRIES SHALL SPECIFY, WHERE NECESSARY, THE IDENTITY, NATURE, DEGREE, AND
74) IMPACT OF ANY FOCI ON THEIR ORGANIZATION OR ACTIVITIES.

75) NOTWITHSTANDING THE LIMITATION ON CONTRACTING WITH A VENDOR UNDER FOCI
76) IDENTIFIED ABOVE, THE GOVERNMENT RESERVES THE RIGHT TO CONTRACT WITH SUCH
77) FIRMS UNDER APPROPRIATE ARRANGEMENTS, WHEN IT DETERMINES THAT SUCH
78) CONTRACTS WILL BE IN THE BEST INTEREST OF THE GOVERNMENT.

79) 5. ADMINISTRATION OF THE CONTRACT

80) THE GOVERNMENT

81) THE CONTRACT WILL BE ADMINISTERED BY THE CONTRACTING OFFICER ON BEHALF
82) OF THE UNITED STATES OF AMERICA (REFERRED TO THROUGHOUT THE CONTRACT
83) DOCUMENTS AS THE GOVERNMENT).

84) THE ARCHITECT

85) THE ARCHITECT, (AS REQUIRED BY CONTRACT) UNDER SUPERVISION OF THE
86) GOVERNMENT, WILL, AS PERTINENT TO THIS SUPPLY CONTRACT:

87) PROVIDE REVIEW AND APPROVAL OF ALL SHOP DRAWINGS, PRODUCT DATA,
88) SAMPLES, SCHEDULES, ETC., SUBMITTED BY THE CONTRACTOR.

89) REVIEW AND CERTIFY THE VALIDITY OF THE CONTRACTOR'S APPLICATION FOR
90) PAYMENT.

91) COMMUNICATIONS

92) THE CONTRACTOR SHALL FORWARD ALL COMMUNICATIONS TO THE ARCHITECT
93) THROUGH THE CONTRACTING OFFICER.

94) 6. LIQUIDATED DAMAGES

95) REFER TO ARTICLE 11 - DEFAULT, OF THE GENERAL PROVISIONS. REDESIGNATE
96) PARAGRAPHS 11(F) AND 11(G) THEREIN AS 11(G) AND 11(H) RESPECTIVELY, AND
97) INSERT THE FOLLOWING:

98) (F) (I) IN THE EVENT THE GOVERNMENT EXERCISES ITS RIGHT OF
99) TERMINATION AS PROVIDED IN PARAGRAPH (A) ABOVE, THE
100) CONTRACTOR SHALL BE LIABLE TO THE GOVERNMENT FOR EXCESS
101) COSTS AS PROVIDED IN PARAGRAPH (B) ABOVE AND, IN ADDI-
102) TION, FOR LIQUIDATED DAMAGES, IN THE AMOUNT OF
103) \$500.00 AS FIXED, AGREED, AND LIQUIDATED DAMAGES
104) FOR EACH CALENDAR DAY OF DELAY, UNTIL SUCH TIME AS THE
105) GOVERNMENT MAY REASONABLY OBTAIN DELIVERY OF SIMILAR
106) SUPPLIES OR PERFORMANCE OF SIMILAR SERVICES.

107) (II) IF THE CONTRACT IS NOT SO TERMINATED, NOTWITHSTANDING
108) DELAY, AS PROVIDED IN PARAGRAPH (A) ABOVE, THE CONTRACT-
109) OR SHALL CONTINUE PERFORMANCE AND BE LIABLE TO THE
110) GOVERNMENT FOR SUCH LIQUIDATED DAMAGES FOR EACH CALENDAR
111) DAY OF DELAY UNTIL THE SUPPLIES ARE DELIVERED OR SER-
112) VICES PERFORMED.

SPECIAL CONDITIONS
(SUPPLY CONTRACT)

7 113) (III) THE CONTRACTOR SHALL NOT BE LIABLE FOR LIQUIDATED
114) DAMAGES FOR DELAYS DUE TO CAUSES WHICH WOULD RELIEVE
115) HIM FROM LIABILITY FOR EXCESS COSTS AS PROVIDED IN PARA-
116) GRAPH (C) OF THIS CLAUSE.

1 117) 7. WARRANTIES AND GUARANTIES

2 118) WARRANTY

3 119) THE CONTRACTOR WARRANTS TO THE GOVERNMENT THAT ALL SUPPLIES FURNISHED
120) UNDER THIS CONTRACT WILL BE NEW UNLESS OTHERWISE SPECIFIED, AND THAT
121) ALL WORK WILL BE OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN
122) CONFORMANCE WITH THE CONTRACT DOCUMENTS. ALL WORK NOT CONFORMING TO
123) THESE REQUIREMENTS, INCLUDING SUBSTITUTIONS NOT PROPERLY APPROVED AND
124) AUTHORIZED, MAY BE CONSIDERED DEFECTIVE. IF REQUIRED BY THE CONTRACT
125) DOCUMENTS OR THE CONTRACTING OFFICER, THE CONTRACTOR SHALL FURNISH
126) SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF SUPPLIES
127) FURNISHED. THIS WARRANTY IS NOT LIMITED BY THE PROVISIONS FOR
128) CORRECTION OF DEFECTIVE OR NON-CONFORMING WORK HEREIN.

2 129) CORRECTION OF DEFECTS

3 130) IF, WITHIN ONE YEAR AFTER BENEFICIAL ACCEPTANCE BY THE OWNER OF
131) DESIGNATED SUPPLIES OR WITHIN SUCH LONGER PERIOD OF TIME AS MAY BE
132) PRESCRIBED BY LAW OR BY THE TERMS OF ANY APPLICABLE SPECIAL WARRANTY
133) REQUIRED BY THE CONTRACT DOCUMENTS, ANY SUPPLIES ARE FOUND TO BE
134) DEFECTIVE OR NOT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THE
135) CONTRACTOR SHALL MAKE CORRECTION PROMPTLY AFTER RECEIPT OF A WRITTEN
136) NOTICE FROM THE GOVERNMENT TO DO SO, UNLESS IN THE PUBLIC INTEREST THE
137) GOVERNMENT CONSENTS TO ACCEPT SUCH SUPPLIES WITH AN APPROPRIATE
138) ADJUSTMENT IN CONTRACT PRICE. THIS OBLIGATION SHALL SURVIVE
139) TERMINATION OF THE CONTRACT.

140) PRIOR TO FINAL PAYMENT, SUBMIT TO THE CONTRACTING OFFICER A WARRANTY FOR
141) EACH GROUP OF SUPPLIES DIFFERENTIATED BY WARRANTY PERIOD (DIFFERING
142) STARTING AND ENDING DATES). EACH WARRANTY SHALL BE IN TRIPLICATE IN THE
143) FORM SHOWN IN SECTION 00110A, "APPENDIX 'A' - WARRANTY".

1 144) 8. LAWS, ORDINANCES AND REGULATIONS

2 145) THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL
146) LAWS, ORDINANCES, AND REGULATIONS, AND SHALL REQUIRE SUCH COMPLIANCE, BY
147) ALL OTHER PERSONS WITH WHOM HE SHALL ENTER INTO ANY CONTRACT PERTAINING
148) TO THE WORK. THE CONTRACTOR SHALL BE LIABLE FOR AND INDEMNIFY AND HOLD
149) HARMLESS THE GOVERNMENT, AND THE ARCHITECT AND THEIR RESPECTIVE
150) CONSULTANTS, AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY OR DAMAGE
151) ARISING BY REASON OF THE BREACH OF THE PROVISIONS HEREIN SET FORTH.

2 152) IT IS NOT THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE CERTAIN THAT THE
153) CONTRACT DOCUMENTS ARE IN ACCORDANCE WITH APPLICABLE LAWS, ORDINANCES AND
154) REGULATIONS. HOWEVER, IF THE CONTRACTOR OBSERVES THAT ANY OF THE CONTRACT
155) DOCUMENTS ARE AT VARIANCE THEREWITH IN ANY RESPECT, HE SHALL PROMPTLY
156) NOTIFY THE CONTRACTING OFFICER AND ANY NECESSARY CHANGES SHALL BE
157) ACCOMPLISHED BY APPROPRIATE CHANGE ORDER.

2 158) IF THE CONTRACTOR PERFORMS ANY WORK KNOWING IT TO BE CONTRARY TO SUCH
159) LAWS, ORDINANCES, AND REGULATIONS, AND WITHOUT SUCH NOTICE TO THE
160) CONTRACTING OFFICER, HE SHALL ASSUME FULL RESPONSIBILITY THEREFOR AND
161) SHALL BEAR ALL COSTS ATTRIBUTABLE THERETO.

1 162)

9. PATENT INDEMNITY

2 163) REFER TO CLAUSE NO. 39 OF THE SUPPLEMENTAL PROVISIONS. EDIT INTERNALLY AS
164) FOLLOWS:

3 165) FOLLOWING THE WORD "EMPLOYEES" IN THE FIRST SENTENCE, INSERT THE
166) PHRASE "AND THE ARCHITECT, AND HIS CONSULTANTS, AGENTS AND
167) EMPLOYEES".

1 168)

10. INSURANCE

2 169) PROPERTY INSURANCE

3 170) THE CONTRACTOR SHALL PURCHASE AND MAINTAIN PROPERTY INSURANCE FOR THE
171) FULL CONTRACT VALUE THEREOF UPON SUPPLIES FOR WHICH ANY PAYMENT HAS
172) BEEN MADE AND SUPPLIES WHICH HAVE BEEN DELAYED IN SHIPMENT AT THE
173) GOVERNMENT'S REQUEST.

3 174) THE CONTRACTOR SHALL FILE TWO CERTIFIED COPIES OF ALL POLICIES WITH
175) THE CONTRACTING OFFICER BEFORE EXPOSURE TO LOSS CAN OCCUR. IF THE
176) GOVERNMENT IS DAMAGED BY THE FAILURE OF THE CONTRACTOR TO MAINTAIN
177) SUCH INSURANCE AND TO SO NOTIFY THE CONTRACTING OFFICER, THEN THE
178) CONTRACTOR SHALL BEAR ALL REASONABLE COSTS PROPERLY ATTRIBUTABLE
179) THERETO.

2 180) TRANSIT INSURANCE

3 181) THE CONTRACTOR SHALL PURCHASE AND MAINTAIN DURING SHIPMENT TRANSIT
182) INSURANCE FOR THE FULL CONTRACT VALUE THEREOF UPON SUPPLIES FOR WHICH
183) PAYMENT HAS BEEN MADE. ANY x

1 184)

11. SUCCESSORS AND ASSIGNS

2 185) THE GOVERNMENT AND THE CONTRACTOR EACH BINDS ITSELF, ITS PARTNERS,
186) SUCCESSORS, ASSIGNS AND LEGAL REPRESENTATIVES TO THE OTHER PARTY HERETO
187) AND TO THE PARTNERS, SUCCESSORS, ASSIGNS AND LEGAL REPRESENTATIVES OF
188) SUCH OTHER PARTY IN RESPECT TO ALL COVENANTS, AGREEMENTS AND OBLIGATIONS
189) CONTAINED IN THE CONTRACT DOCUMENTS. NEITHER PARTY TO THE CONTRACT SHALL
190) ASSIGN THE CONTRACT OR SUBLET IT AS A WHOLE WITHOUT THE WRITTEN CONSENT
191) OF THE OTHER.

1 192)

12. WRITTEN NOTICE

2 193) WRITTEN NOTICE SHALL BE DEEMED TO HAVE BEEN DULY SERVED IF DELIVERED IN
194) PERSON TO THE INDIVIDUAL OR MEMBER OF THE FIRM OR ENTITY OR TO AN OFFICER
195) OF THE CORPORATION FOR WHOM IT WAS INTENDED, OR IF DELIVERED AT OR SENT
196) BY REGISTERED OR CERTIFIED MAIL TO THE LAST BUSINESS ADDRESS KNOWN TO HIM
197) WHO GIVES THE NOTICE.

1 198)

13. CLAIMS FOR DAMAGES

2 199) SHOULD EITHER PARTY TO THE CONTRACT SUFFER INJURY OR DAMAGE TO PERSON OR
200) PROPERTY BECAUSE OF ANY ACT OR OMISSION OF THE OTHER PARTY OR OF ANY OF
201) HIS EMPLOYEES, AGENTS OR OTHERS FOR WHOSE ACTS HE IS LEGALLY LIABLE,
202) CLAIM SHALL BE MADE IN WRITING TO SUCH OTHER PARTY WITHIN A REASONABLE
203) TIME AFTER THE FIRST OBSERVANCE OF SUCH INJURY OR DAMAGE.

SPECIAL CONDITIONS
(SUPPLY CONTRACT)

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204)

14. RIGHTS AND REMEDIES

205) THE DUTIES AND OBLIGATIONS IMPOSED BY THE CONTRACT DOCUMENTS AND THE
206) RIGHTS AND REMEDIES AVAILABLE THEREUNDER SHALL BE IN ADDITION TO AND NOT
207) A LIMITATION OF ANY DUTIES, OBLIGATIONS, RIGHTS AND REMEDIES OTHERWISE
208) IMPOSED OR AVAILABLE BY LAW.

209) NO ACTION OR FAILURE TO ACT BY THE CONTRACTING OFFICER, ARCHITECT OR
210) CONTRACTOR SHALL CONSTITUTE A WAIVER OF ANY RIGHT OR DUTY AFFORDED ANY OF
211) THEM UNDER THE CONTRACT, NOR SHALL ANY SUCH ACTION OR FAILURE TO ACT
212) CONSTITUTE AN APPROVAL OF OR ACQUIESCENCE IN ANY BREACH THEREUNDER,
213) EXCEPT AS MAY BE SPECIFICALLY AGREED IN WRITING.

214)

15. ASSIGNMENT OF CONTRACT

215) THE GOVERNMENT RESERVES AND IS HEREBY GRANTED THE RIGHT TO ASSIGN THIS
216) CONTRACT TO THE INSTALLING CONTRACTOR AND MAKE IT A PART OF THE CONTRACT
217) FOR BID PACKAGE 3. THE SUPPLY CONTRACTOR AGREES THAT, IN THE EVENT OF
218) SUCH ASSIGNMENT, HE WILL WORK UNDER THE INSTALLING CONTRACTOR IN THE SAME
219) MANNER AS HE WOULD HAD THE CONTRACT BEEN ORIGINALLY AWARDED TO HIM BY THE
220) INSTALLING CONTRACTOR, AND ~~FURTHER~~ THAT HE WILL BE BOUND TO AND ASSUME
221) TOWARD THE INSTALLING CONTRACTOR ALL THE OBLIGATIONS AND RESPONSIBILITIES
222) THAT HE, BY HIS CONTRACT, ASSUMES TOWARD THE GOVERNMENT. IN CASE OF
223) ASSIGNMENT, ~~THE~~ PAYMENTS TO THE SUPPLY CONTRACTOR WILL BE BY THE
224) INSTALLING CONTRACTOR.

x

x

x

***END OF SECTION

FOR BP-3 SPECIAL CONDITIONS

COUNTERPART TO ASSIGNMENT PROVISIONS IN SUPPLY CONTRACTS
BP-3SC AND BP-3SP

The Government has received separate bids for the purchase, fabrication and delivery F.O.B. jobsite of five chillers and seven pumps - BP-3SC and BP-3SP, respectively.

The Contractor for Bid Package 3 will be required to assume as subcontracts the supply contracts for the chillers and pumps, and assume full responsibility, as a general contractor, for the complete performance of the work covered by these subcontracts.

Upon assignment of the supply contracts, the Owner will increase the Contract amount for Bid Package 3 to include the cost of the supply contracts, and the Contractor shall assume full responsibility for both contracts.

The Contractor shall include in his lump sum bid, his fee for assuming the supply contracts, which fee shall constitute the Contractor's full and complete compensation for all expenses, overhead and profit, and all services to be rendered by the Contractor in connection with the subcontracts.

For Contractor's reference, pertinent portions of the BP-3SC and BP-3SP-contract documents are included with the BP-3 Contract Documents.

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PENDIX 'A' - WARRANTY

T2 2) WARRANTY

7 3)

7 4) PROJECT TITLE AND LOCATION

7 5)

7 6)

7 7) GOVERNMENT CONTRACT NUMBER

7 8) ARCHITECT PROJECT NUMBER/
9) CONTRACT IDENTIFIER

7 10) CONTRACTOR PROJECT NUMBER

7 11) WARRANTED SUPPLIES

7 12)

7 13) SPECIFICATION SECTION AND
14) LINE NUMBER REFERENCE

7 15) LENGTH OF WARRANTY (YEARS)

7 16) CONTRACTOR

7 17) SUBCONTRACTOR

2 18) THE UNDERSIGNED HERewith WARRANT THAT THE ABOVE SUPPLIES HAVE BEEN
19) MANUFACTURED IN CONFORMANCE WITH THE REQUIREMENTS OF THE CONTRACT
20) DOCUMENTS FOR THE PROJECT/CONTRACT NAMED AND WARRANT SAID SUPPLIES TO
21) PERFORM WITHOUT FAILURE AS SPECIFIED FOR THE ABOVE STATED PERIOD OF TIME

7 22) STARTING ON 198..... AND ENDING ON 198.....

2 23) THIS WARRANTY DOES NOT APPLY TO FAILURE TO PERFORM DUE TO ABUSE OR
24) NEGLIGENCE BY THE GOVERNMENT OR OTHERS OR DAMAGE BY VANDALISM.

2 25) SUBCONTRACTOR (IF APPLICABLE):

7 26) SIGNED

7 27)

7 28) TITLE

7 29) NOTARY

7 30) DATE

7 31) CONTRACTOR:

7 32) SIGNED

7 33)

7 34) TITLE

7 35) NOTARY

7 36) DATE

***END OF SECTION

HEADQUARTERS EXPANSION
BID PACKAGE 3SP
SUPPLY CONTRACT - PUMPS

SCHEDULE AND TIME OF COMPLETION

ARTICLE INDEX LINE

SCHEDULE 3

***END OF INDEX

7 1)

7 2)

1 3)

SCHEDULE

2 4) MILESTONE DATES

7 5) INVITATION FOR BIDS

DECEMBER 15,
JANUARY 15 1984.

7 6) BID OPENING

FEBRUARY 15, 1984.

7 7) CONTRACT AWARD

7 8) NOTICE TO PROCEED

MARCH 15,
APRIL 15 1984.

7 9) DELIVERY OF SEVEN PUMPS

NOVEMBER 15,
OCTOBER 15 1984.

7 10) TENTATIVE BENEFICIAL

11) ACCEPTANCE OF ~~END~~

12) PUMPS

APRIL 1, 1985.

7 13)

14)

15)

***END OF SECTION

ARTICLE	INDEX	LINE
1.	GENERAL	1
2.	DESCRIPTIONS AND SUBMITTALS	11
3.	TRANSMITTAL AND APPROVAL	83
***END OF INDEX		

1	1)	1. GENERAL
2	2)	REFER TO SECTION 01340A, 'APPENDIX 'A' - GOVERNMENT'S REVIEW STAMP'.
	3)	WITH FIRST SUBMISSION OF SHOP DRAWINGS, ETC., FURNISH TO CONTRACTING
	4)	OFFICER, FOUR RUBBER STAMPS IN THE FORM SHOWN IN APPENDIX 'A'. FAILURE TO
	5)	FURNISH THESE STAMPS MAY BE CAUSE FOR REJECTION OF THE SUBMITTED
	6)	MATERIAL.
2	7)	SCHEDULE SHOP DRAWING, PRODUCT DATA AND SAMPLE SUBMITTALS FOR
	8)	INTER-RELATED ITEMS AT THE SAME TIME.
2	9)	SHOP DRAWINGS SUBMITTED WHICH ARE NOT REQUIRED BY THE SPECIFICATIONS OR
	10)	THE CONTRACTING OFFICER WILL BE RETURNED WITH NO COMMENT.
1	11)	2. DESCRIPTIONS AND SUBMITTALS
2	12)	MODEL NUMBERS, RATINGS, PERFORMANCE CHARACTERISTICS AND OTHER PERTINENT
	13)	DATA SHALL BE CLEARLY MARKED AND IDENTIFIED ON SUBMITTALS. INFORMATION
	14)	PERTAINING TO SEVERAL SIZES OR GRADES OF ONE CLASSIFICATION OF SUPPLIES
	15)	OR TO SEVERAL COMPONENTS OF A SPECIFIC SYSTEM, SHALL BE BOUND TOGETHER
	16)	AND CLEARLY IDENTIFIED. EQUIPMENT OR PRODUCT, SHALL BE BOUND TOGETHER AND
	17)	CLEARLY IDENTIFIED. WHERE PRINTED MATERIALS DESCRIBE MORE THAN ONE
	18)	PRODUCT OR MODEL, CLEARLY IDENTIFY WHICH IS TO BE FURNISHED.
2	19)	SHOP DRAWINGS
3	20)	SHOP DRAWINGS ARE DRAWINGS, DIAGRAMS, SCHEDULES AND OTHER DATA
	21)	SPECIALLY PREPARED FOR THE WORK BY THE CONTRACTOR OR ANY
	22)	SUBCONTRACTOR, MANUFACTURER, SUPPLIER OR DISTRIBUTOR TO ILLUSTRATE
	23)	SOME PORTION OF THE WORK.
3	24)	SUBMIT SHOP DRAWINGS IN THE FORM OF ONE REPRODUCIBLE TRANSPARENCY AND
	25)	TWO COPIES (PRINTED FROM THE TRANSPARENCY). DO NOT SEND MORE THAN THE
	26)	SPECIFIED NUMBER OF COPIES. ADDITIONAL COPIES WILL BE DISCARDED.
4	27)	TRANSPARENCIES SHALL HAVE AN UNOBSTRUCTED SPACE AT THE RIGHT SIDE
	28)	OR BOTTOM OF SIZE NOT LESS THAN 6 INCHES BY 8 INCHES FOR APPROVAL
	29)	STAMPS AND DOCUMENT CONTROL NUMBERING.
4	30)	TRANSPARENCIES OF THE SAME ITEM OR SYSTEM SHALL BE OF UNIFORM SIZE
	31)	AND BE NUMBERED CONSECUTIVELY.
2	32)	PRODUCT DATA
3	33)	PRODUCT DATA ARE ILLUSTRATIONS, STANDARD SCHEDULES, PERFORMANCE CHARTS
	34)	AND TEST DATA, INSTRUCTIONS, BROCHURES, DIAGRAMS AND OTHER INFORMATION
	35)	FURNISHED BY THE CONTRACTOR TO ILLUSTRATE AN ITEM OR ELEMENT OF
	36)	MATERIAL, EQUIPMENT OR SYSTEM FOR SOME PORTION OF THE WORK.
3	37)	SUBMIT PRODUCT DATA (GENERALLY 8-1/2 BY 11 INCH SIZE) IN THE FORM OF
	38)	THREE, CLEAR, TOTALLY REPRODUCIBLE COPIES MADE BY REPRODUCTIVE MEANS
	39)	ON 8-1/2 BY 14 INCH (LEGAL SIZE) PAPER. THE 3 BY 8-1/2 INCH SPACE
	40)	RESULTING FROM THE USE OF LEGAL SIZE PAPER SHALL BE LEFT UNOBSTRUCTED
	41)	FOR APPROVAL STAMPS AND NOTATIONS.
3	42)	PRODUCT DATA THAT CANNOT BE SUBMITTED IN REPRODUCIBLE FORM, SUCH AS
	43)	PAINT COLOR CARDS, SHALL BE SUBMITTED IN FIVE COPIES.

- 2 44) SAMPLES
- 3 45) SAMPLES ARE PHYSICAL EXAMPLES WHICH ILLUSTRATE MATERIALS, EQUIPMENT OR
46) WORKMANSHIP AND ESTABLISH STANDARDS BY WHICH THE WORK WILL BE JUDGED.
- 3 47) SUBMIT SAMPLES IN TRIPLICATE UNLESS DIFFERENT NUMBER IS SPECIFIED,
48) TRANSPORTATION CHARGES PREPAID, WITH IDENTIFYING LABEL FIRMLY
49) ATTACHED.
- 4 50) LABELS SHALL BE OF A SIZE TO RECEIVE APPROVAL STAMPS AND NOTATIONS,
51) IN ADDITION TO THE IDENTIFYING INFORMATION SPECIFIED BELOW.
- 2 52) TITLE BLOCK
- 3 53) IN ADDITION TO CONTRACTOR'S, SUBCONTRACTOR'S AND MANUFACTURER'S OR
54) SUPPLIER'S IDENTIFYING AND APPROVAL INDICATIONS, SHOP DRAWINGS,
55) PRODUCT DATA AND LABELS FOR SAMPLES SHALL HAVE IDENTIFYING TITLE
56) BLOCKS. TITLE BLOCKS SHALL CONTAIN:
- 4 57) PROJECT TITLE.
- 4 58) NAME OF CONTRACT.
- 4 59) GOVERNMENT'S CONTRACT NUMBER.
- 4 60) ARCHITECT'S NAME AND PROJECT NUMBER INCLUDING CONTRACT IDENTIFIER.
- 4 61) ADDRESS (SECTION AND LINE NUMBERS) IN THE SPECIFICATION SECTION OF
62) THE REQUIRED SUBMITTAL.
- 4 63) DATE OF INITIAL SUBMITTAL.
- 4 64) CONTROL NUMBER.
- 2 65) NOTE:
- 3 66) SHOP DRAWINGS NOT SUBMITTED IN THE FORM OF REPRODUCIBLE TRANSPARENCIES
67) WILL NOT BE ACCEPTED FOR REVIEW.
- 3 68) PRODUCT DATA NOT SUBMITTED IN THE FORM OF REPRODUCIBLE COPIES WILL NOT
69) BE ACCEPTED FOR REVIEW, EXCEPT PRODUCT DATA SPECIFICALLY EXEMPTED FROM
70) THE REPRODUCIBLE COPIES REQUIREMENT.
- 3 71) SHOP DRAWINGS, PRODUCT DATA AND SAMPLES NOT BEARING THE CONTRACTOR'S
72) STAMP OF APPROVAL WILL NOT BE ACCEPTED FOR REVIEW.
- 3 73) SHOP DRAWINGS, PRODUCT DATA AND SAMPLES SUBMITTED WITHOUT SPECIFIED
74) SPACE FOR APPROVAL STAMPS WILL NOT BE ACCEPTED FOR REVIEW.
- 3 75) SAMPLES WHICH ARRIVE WITHOUT THE TRANSPORTATION CHARGES PREPAID WILL
76) NOT BE ACCEPTED FOR REVIEW.
- 3 77) THE FIRST TWO SUBMITTALS OF EACH SHOP DRAWING OR PRODUCT DATA WILL BE
78) PROCESSED WITHOUT COST TO THE CONTRACTOR. BEGINNING WITH THE THIRD
79) SUBMITTAL THE GOVERNMENT MAY CHARGE THE CONTRACTOR FOR THE COST OF
80) SUCH SUBSEQUENT PROCESSING OF SHOP DRAWINGS AND PRODUCT DATA UNLESS AN
81) APPROVED CHANGE ORDER IS ISSUED AFFECTING THE SHOP DRAWINGS AND
82) PRODUCT DATA.

3. TRANSMITTAL AND APPROVAL

83)

84) TRANSMITTAL

85) TRANSMIT SHOP DRAWINGS, PRODUCT DATA AND SAMPLES USING TRANSMITTAL
86) FORMS FURNISHED BY THE GOVERNMENT. FILL OUT TRANSMITTAL FORM.

87) INCOMPLETE OR ERRONEOUS TRANSMITTALS WILL BE RETURNED WITHOUT
88) ACTION.

89) PORTIONS OF TRANSMITTAL FORM WILL BE COMPLETED BY THE GOVERNMENT.

90) RESUBMITTAL PROCEDURE SHALL FOLLOW SAME PROCEDURE AS THE INITIAL
91) SUBMITTAL.

92) APPROVAL

93) GOVERNMENT'S STAMP ON CONTRACTOR'S SUBMITTAL CHECKED "APPROVED"
94) (CODE NO. 1), OR "APPROVED AS NOTED" (CODE NO. 2). APPROVAL DOES NOT
95) AUTHORIZE CHANGES TO CONTRACT SUM UNLESS STATED IN SEPARATE LETTER OR
96) CHANGE ORDER.

97) UPON RECEIPT OF "APPROVED" OR "APPROVED AS NOTED" SUBMITTALS, MAKE
98) NECESSARY COPIES FOR DISTRIBUTION TO PARTIES REQUIRING THE APPROVED
99) INFORMATION.

100) DISAPPROVAL

101) GOVERNMENT'S STAMP CHECKED "REVISE AND RESUBMIT" (CODE NO. 3), OR
102) "NOT APPROVED" (CODE NO. 4). RESUBMIT CORRECTED COPIES FOR FINAL
103) APPROVAL. CORRECTION SHALL BE LIMITED TO ITEMS MARKED.

104) THE DISAPPROVAL OF SHOP DRAWINGS, PRODUCT DATA AND SAMPLES OR DELAY IN
105) SUBMITTING OR RESUBMITTING SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
106) SHALL NOT BE DEEMED CAUSE FOR AN EXTENSION OF TIME.

107) THE GOVERNMENT MAY HOLD SHOP DRAWINGS, PRODUCT DATA AND SAMPLES IN CASES
108) WHERE PARTIAL SUBMITTAL CANNOT BE REVIEWED UNTIL THE COMPLETE SUBMITTAL
109) HAS BEEN RECEIVED OR WHERE SUCH SUBMITTAL CANNOT BE REVIEWED UNTIL
110) ASSOCIATED ITEMS HAVE BEEN RECEIVED. WHEN SUCH SUBMITTALS ARE HELD BY THE
111) GOVERNMENT, IT WILL SO ADVISE THE CONTRACTOR IN WRITING.

***END OF SECTION

1)

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BID PACKAGE 3SP
SUPPLY CONTRACT - PUMPS

DELIVERY AND STORAGE

ARTICLE	INDEX	LINE
1. DELIVERY		1
2. UNLOADING AND POSSESSION		6
***END OF INDEX		

1	1)	1. DELIVERY
2	2) ALL DELIVERIES TO THE PROJECT FOR ALL CONTRACTS WILL BE ACCORDING TO	
	3) PRECISE SCHEDULES.	
2	4) PLAN AND EXECUTE DELIVERIES OF THE SUPPLIES ACCORDING TO THE SCHEDULE	
	5) WORKED OUT WITH THE INSTALLING CONTRACTOR.	
1	6)	2. UNLOADING AND POSSESSION
2	7) CONTRACTOR'S AUTHORIZED REPRESENTATIVE SHALL BE PRESENT AT ALL TIMES OF	
	8) ARRIVAL OF THE SUPPLIES AT THE PROJECT SITE, SHALL OBSERVE THE WORK OF	
	9) UNLOADING, AND SHALL CERTIFY TO THE CONTRACTING OFFICER, IN WRITING, THAT	
	10) THE SUPPLIES WERE UNLOADED WITHOUT DAMAGE, IF SUCH IS TRUE.	
2	11) POSSESSION OF THE SUPPLIES SHALL PASS FROM THE CONTRACTOR TO THE	
	12) INSTALLING CONTRACTOR AT MOMENT WHEN INSTALLING CONTRACTOR BEGINS TO MAKE	
	13) ATTACHMENTS FOR UNLOADING.	
2	14) POSSESSION BY INSTALLING CONTRACTOR SHALL IN NO WAY DIMINISH THE SUPPLY	
	15) CONTRACTOR'S RESPONSIBILITY FOR PROPER PERFORMANCE OF THE SUPPLIES IN THE	
	16) ABSENCE OF DAMAGE CAUSED BY INSTALLING CONTRACTOR'S OPERATIONS.	

***END OF SECTION

7 1)